TOMAS VERA, JOEL VELEZ, MARGARET KENNEDY, DONNA ZIELINSKI, MICHAEL ZIELINSKI, MARCO L. NEAD, RENEE WILLIAMS, and ROBERTA LONSK, on behalf of themselves and all others similarly situated, Plaintiffs, v. MIDDLESEX WATER COMPANY and 3M COMPANY, Defendants.	SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION DOCKET NO. MID-L-6306-21

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Settlement Agreement") is entered into by, between, and among the named Plaintiffs set forth in the caption above (collectively, "Plaintiffs"), on behalf of themselves and the putative Settlement Class, by and through Class Counsel, and Defendants Middlesex Water Company and 3M Company (collectively, "Defendants" and collectively with Plaintiffs, the "Parties"), by and through their respective counsel of record. This Settlement Agreement is conditioned upon and subject to approval of the Court as required by New Jersey Court Rule 4:32-2. Class Counsel and the Parties stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the Effective Date, this Action, the Litigation, and the Released Claims shall be finally and fully settled, compromised, dismissed, and released, on the following terms and conditions:

I. RECITALS

A. This Settlement fully resolves two pending putative class actions – *Lonsk v. Middlesex Water Company, et al*., No. 21-cv-19808 (D.N.J.) ("*Lonsk*") and *Vera, et al. v. Middlesex Water Co.*, No. MID-L-6306-21 (N.J. Super. Ct., Middlesex Cnty.) ("*Vera*" or "Action") (collectively, the "Litigation") – brought by Plaintiffs and Class Counsel against Defendants, each of which seeks relief under New Jersey law on behalf of putative classes comprised of Middlesex's customers who received a form notice from Middlesex stating that Middlesex's water had exceeded the New Jersey drinking water standard for perfluorooctanoic acid ("PFOA"). The Litigation alleges that each of the Defendants is responsible for the PFOA in Middlesex's drinking water. The Litigation seeks, *inter alia*, injunctive relief to remedy the alleged violation of the PFOA drinking water standard and all damages allegedly incurred by putative class members as a result of the alleged violation and related notice.

B. On November 17, 2023, the Parties and their counsel jointly participated in a full-day mediation overseen by The Honorable Joel Schneider (Ret.), former Magistrate Judge for the District of New Jersey.

C. Following the mediation, and after months of further extensive arms-length negotiations in good faith, and with additional assistance of the mediator, the Parties ultimately reached an agreement in principle to settle and resolve the Litigation on the terms and conditions embodied in this Settlement Agreement.

D. The complaint in this Action will be amended, as contemplated by this Settlement Agreement, to join all the named Plaintiffs and all claims asserted by and on behalf of Plaintiffs in the Litigation, and the putative classes they seek to represent, in a single, consolidated proceeding against all Defendants. Plaintiffs will seek Court approval of the Settlement in this Action, and, in

the meantime, at the Parties' request, a stay of *Lonsk* has been entered (*Lonsk*, ECF No. 119), pending such approval. Upon final approval of the Settlement in this Action, the *Lonsk* case will be voluntarily dismissed with prejudice, with each party to bear its own costs, except as may be set forth in this Settlement Agreement.

E. Class Counsel state that they have performed substantial work in the prosecution of the claims of the Plaintiffs and Settlement Class Members. Class Counsel have conducted extensive factual investigation and legal research into the claims and various potential defenses in the Litigation, exchanged significant paper discovery and have engaged in substantial motion practice, including defeating motions to dismiss, obtaining relief through an Order to Show Cause, and obtaining class certification against Middlesex in *Vera*. Class Counsel believe that the proposed settlement of the Litigation through this Action, as set forth herein, is fair, reasonable, and adequate, and in the best interests of the proposed Settlement Class and that this Settlement Agreement should be approved by the Court under New Jersey Court Rule 4:32-2.

F. Based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiffs and Class Counsel, on behalf of the proposed Settlement Class, have agreed to settle this Action and the Litigation pursuant to the provisions of this Settlement Agreement, after considering, among other things: (1) the substantial benefits to the Settlement Class Members under the terms of this Settlement Agreement; (2) the risks, costs, and uncertainty of protracted litigation, especially in complex class actions such as this, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating this Settlement Agreement promptly in order to provide expeditious and effective relief to Settlement Class Members.

G. Defendants have denied and expressly continue to deny any wrongdoing or liability whatsoever, dispute the factual, legal, scientific, and other bases for Plaintiffs' claims, and do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any allegations or claims that have been asserted against them in the Litigation or any violation of any law or duty, including but not limited to those alleged in the Litigation. Defendants contend that they have always acted properly and also deny that Plaintiffs and/or Settlement Class Members are entitled to any form of damages or other relief based on the conduct alleged in the Litigation. Defendants have maintained and continue to maintain that they have meritorious defenses to all causes of action alleged in the Litigation; that certification of a class for litigation purposes would be improper; and that they were and are prepared to vigorously defend against the claims alleged in the Litigation; and that such claims are meritless.

H. After carefully considering the facts and applicable law and the risks, costs, delay, inconvenience, and uncertainty of continued and protracted litigation, and after engaging in extensive, arm's-length negotiations, with the assistance of a mediator, Defendants seek to resolve the Litigation through this Action on the terms stated herein.

I. This Settlement Agreement reflects a compromise by, between, and among the Parties, and shall in no event be construed as or deemed an admission or concession by any Party of the truth of any of the allegations in the Litigation, or of any fault on the part of Defendants, and all such allegations and the validity of any purported claim asserted are expressly denied by Defendants. Nothing in this Settlement Agreement, the Term Sheet, or any related negotiations shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

II. DEFINITIONS

A. As used in this Settlement Agreement, including the exhibits attached hereto, the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "3M" means Defendant 3M Company.

2. "Action" means the above-captioned action *Vera, et al. v. Middlesex Water Co., et al.*, No. MID-L-6306-21 (N.J. Super. Ct., Middlesex Cnty.).

3. "Administrative Costs" means the reasonable costs and expenses of the Settlement Administrator associated with disseminating Notice to the Settlement Class, disseminating Settlement Payments to Settlement Class Members, implementing the Claim Process, and carrying out other responsibilities consistent with the terms of this Settlement Agreement. Administrative Costs shall be paid from the Gross Settlement Fund, subject to Court Approval in the Preliminary Approval Order, and for Settlement Payments to Settlement Class Members in accordance with the Final Approval Order.

4. "Amended Complaint" shall have the meaning assigned to it in Section VIII.A of this Settlement Agreement.

5. "Base Payment" shall have the meaning assigned to it in Section IV.C.2.a of this Settlement Agreement.

6. "Check-Cashing Period" shall have the meaning assigned to it in Section IV.C.3.d of this Settlement Agreement.

7. "Claim" means a claim for a Settlement Payment by a Settlement Class Member via the submission of a Claim Form pursuant to the procedures set forth in Section IV.C.1 of this Settlement Agreement.

8. "Claimant" means a Settlement Class Member who submits a Claim Form to the Settlement Administrator pursuant to the procedures set forth in Section IV.C.1 of this Settlement Agreement.

9. "Claim Deadline" means the last day of the Claim Period.

10. "Claim Period" means one hundred and twenty (120) days following the Notice Date.

11. "Claim Form" means the document substantially in the form attached as **Exhibit B** to this Settlement Agreement, which shall be used by Settlement Class Members to submit a Claim pursuant to this Settlement Agreement.

12. "Claim Process" means the process for submitting and reviewing Claims as described in Section IV.C of this Settlement Agreement.

13. "Class Counsel" means all attorneys of record for Plaintiffs in the Litigation, inclusive of Co-Lead Class Counsel.

14. "Class Data" means the best data and contact information reasonably available from Middlesex's records regarding the members of the Settlement Class, to be provided by Middlesex to the Settlement Administrator for the Settlement Administrator's use in disseminating Notice, processing Claims, and disseminating Settlement Payments. The Class Data shall include the following information, to the extent it is reasonably accessible and available to Middlesex, for each Class Member: (1) an account number or other unique identifying number for the Class Member (if any); (2) the Class Member's name; (3) the Class Member's last known mailing address; (4) the Class Member's last known email address(es); (5) the Class Member's last known telephone number(s); and (6) the address at which the Class Member received water service from Middlesex.

15. "Class Member" means any member of the Settlement Class.

16. "Co-Lead Class Counsel" means Shanon J. Carson, John Albanese, and Y. Michael Twersky of Berger Montague PC; Stephen P. DeNittis and Joseph A. Osefchen of DeNittis Osefchen Prince, P.C.; and Michael Galpern of Javerbaum, Wurgaft, Hicks, Kahn Wikstrom & Simms, P.C.

17. "Court" means the Superior Court of New Jersey, Middlesex County.

18. "Defendants" means 3M and Middlesex.

19. "Defendants' Counsel" means Vincent P. Pozzuto of Cozen O'Connor, P.C. for Defendant Middlesex and Andrew J. Calica of King & Spalding LLP and Donald J. Camerson, II of Bressler, Amery & Ross, P.C. for Defendant 3M, and their respective law firms.

20. "Effective Date" means the day following the date of the Court's Final Approval Order if there are no objectors to final approval of the Settlement, and if there are any objectors, means (i) the day following the expiration of the thirty-day deadline for appealing the Final Approval Order, if no appeal is filed; or (ii) if an appeal of the Final Approval Order is filed, the date upon which all such appeals are dismissed or concluded with affirmance of the Final Approval Order and no further appellate review of the Final Approval order is timely possible.

21. "Eligible Claimant" means a Claimant who has submitted a valid and timely Claim as determined by the Settlement Administrator. To be timely, a Claim must be submitted during the Claim Period, although the Settlement Administrator may accept as timely Claims that are otherwise valid if received prior to the date of the Final Approval Hearing.

22. "Email Notice" means the notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Section VI.C herein. The Email Notice shall be approved by all Parties.

23. "Exclusion Deadline" shall have the meaning assigned to it in Section IX.A of this Settlement Agreement.

24. "Final Approval Hearing" means the hearing set by the Court under New Jersey Court Rule 4:32-1, *et seq.*, at or after which the Court shall make a final decision regarding whether to finally approve the Settlement as fair, reasonable, and adequate and to enter the other relief required for a Final Approval Order.

25. "Final Approval Order" means the Court's order, substantially in a form to be agreed to by the Parties, finally approving the Settlement, dismissing all claims in this Action against the Defendants with prejudice and entering final judgment, ruling that each of the Releasing Parties has settled, released, and discharged all Released Claims, and entering other relief, as described in Section XI.A herein. The Final Approval Order shall be in a form to be agreed to by all Parties subject to Court approval.

26. "Gross Settlement Fund" means the Settlement Amount plus any interest that accrues in the Settlement Fund Account and any other amounts paid into the Settlement Fund Account.

27. "Litigation" means *Lonsk* and *Vera*.

28. "*Lonsk*" means *Lonsk v. Middlesex Water Company, et al.*, No. 21-cv-19808 (D.N.J.).

29. "Middlesex" means Defendant Middlesex Water Company.

30. "Net Settlement Fund" means the Gross Settlement Fund minus Administrative Costs, service awards to Plaintiffs, and attorneys' fees and reimbursement of costs and expenses for Class Counsel.

31. "Notice" means the notice of the proposed Settlement contemplated by Section VI of this Settlement Agreement, and shall include the Settlement Website, the Website Notice, Email Notice, and Postcard Notice, as well as the Reminder Email Notice.

32. "Notice Date" means thirty (30) days following the entry of the Preliminary Approval Order.

33. "Notice Plan" means the plan for providing notice of the Settlement to the Settlement Class, as approved by the Court in its Preliminary Approval Order.

34. "Objection Deadline" shall have the meaning assigned to it in Section X.A of this Settlement Agreement.

35. "Parties" means Plaintiffs and Defendants Middlesex and 3M, collectively.

36. "Payment Date" shall have the meaning assigned to it in Section IV.C.3.d of this Settlement Agreement.

37. "Payment List" shall have the meaning assigned to it in Section IV.C.3.c of this Settlement Agreement.

38. "Person" or "person," whether in the singular or plural, means a natural person, guardian, corporation, professional corporation, association, limited liability company, limited company, partnership, limited partnership, joint venture, affiliate, joint-stock company, estate, legal representative, trust, proprietorship, any other type of private entity, or their respective spouses, heirs, predecessors, successors, executors, administrators, representatives, or assigns.

39. "PFAS" means, solely for purposes of this Settlement Agreement, any per- or poly-fluoroalkyl substance that contains at least one fully fluorinated methyl or methylene carbon atom (without any hydrogen, chlorine, bromine, or iodine atom attached to it). It is the intention of this Settlement Agreement that the definition of "PFAS" be as broad, expansive, and

inclusive as possible, and includes without limitation, perfluorooctanoic acid (PFOA), ammonium perfluorooctanoate (APFO), perfluorooctane sulfonate (PFOS), and any compound that contains, breaks down into, or may cause the formation in the environment of PFOA, APFO, or PFOS in all forms.

40. "Plaintiffs" means those eight (8) plaintiffs listed in the captions of the Litigation and this Action, as amended: Tomas Vera, Joel Velez, Margaret Kennedy, Donna Zielinski, Michael Zielinski, Marco L. Nead, Renee Williams, and Roberta (Bobbie) Lonsk, on behalf of themselves and the Settlement Class.

41. "Postcard Notice" means the notice of the terms of the proposed Settlement that shall be provided by first class U.S. Mail to members of the Settlement Class, in the manner contemplated by Section VI.B herein. The Postcard Notice shall be approved by all Parties.

42. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement, as outlined in Section VIII.E. herein, and that is substantially in the form attached as **Exhibit A** to this Settlement Agreement.

43. "Qualified Expenses" shall have the meaning assigned to it in Section IV.C.2.b of this Settlement Agreement.

44. "Release" means the release and waiver set forth in Section VII of this Settlement Agreement.

45. "Released Claims" shall have the meaning assigned to it in Section VII.A.1 of this Settlement Agreement.

46. "Released Parties" means Defendants Middlesex and 3M and each of their respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent)

absorbed by Middlesex or 3M in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity.

47. "Releasing Parties" means Plaintiffs and the Settlement Class Members, and, only to the extent they assert a right to a claim on behalf of, or a claim that otherwise derives from the rights or injuries of, a Plaintiff or a Settlement Class Member (including without limitation any natural and legal guardians, or trusts), each of their agents, heirs, executors, administrators, successors, assigns, insurers, attorneys, and representatives. Releasing Parties does not include government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other department of the State of New Jersey.

48. "Reminder Email Notice" means the reminder notice to be emailed to members of the Settlement Class who were sent the Email Notice, reminding them of the Claim Deadline, as contemplated by Section VI.F herein. The Reminder Email Notice shall be substantially in a form agreed to by the Parties.

49. "Residual Funds" shall have the meaning assigned to it in Section IV.C.4 of this Settlement Agreement.

50. "Settlement" means the class settlement memorialized in this Settlement Agreement.

51. "Settlement Agreement" means the above-captioned Class Action Settlement Agreement and the exhibits attached hereto.

52. "Settlement Administrator" means the entity selected to implement the Notice Plan and administer the Settlement Agreement as set forth in Section V., herein and other parts of this Settlement Agreement. The Settlement Administrator shall be agreed to by the Parties and is subject to Court approval.

53. "Settlement Amount" means the Four Million, Nine Hundred Thousand Dollars ($4,900,000.00) to be paid by or on behalf of Defendants into the Gross Settlement Fund.

54. "Settlement Class" means:

> All present or former New Jersey residents (whether individuals, households, or entities) or all persons holding a possessory interest in the property to whose address Middlesex sent a form notice that was identical or substantially similar to Complaint Attachments A or B, irrespective of where they currently reside.
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> Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other department of the State of New Jersey are excluded from the Settlement Class.

55. "Settlement Class Member" means any member of the Settlement Class who does not submit a timely and valid request for exclusion pursuant to Section IX of this Settlement Agreement.

56. "Settlement Class Representatives" means the proposed Settlement Class representatives, Plaintiffs Tomas Vera, Joel Velez, Margaret Kennedy, Donna Zielinski, Michael Zielinski, Marco L. Nead, Renee Williams, and Roberta (Bobbie) Lonsk.

57. "Settlement Fund Account" means the escrow account selected by Co-Lead Class Counsel and maintained by the Settlement Administrator for purposes of receiving, holding and disbursing the Settlement Amount.

58. "Settlement Payee List" shall have the meaning assigned to it in Section IV.C.3.a of this Settlement Agreement.

59. "Settlement Payment" shall have the meaning assigned to itin Section IV.C.2 of this Settlement Agreement.

60. "Settlement Website" means the Internet website established and maintained by the Settlement Administrator as part of the administration of this Settlement, at the URL www.MiddlesexWaterPFASSettlement.com.

61. "Term Sheet" means that Settlement Term Sheet entered into by the Parties on or about August 28, 2024 to resolve the Litigation.

62. "Toll-Free Number" shall have the meaning assigned to it in Section VI.E of this Settlement Agreement.

63. "*Vera*" means *Vera, et al. v. Middlesex Water Co.*, No. MID-L-6306-21 (N.J. Super. Ct., Middlesex Cnty.).

64. "Website Notice" means the notice of the terms of the proposed Settlement that shall be provided in the manner contemplated by Section VI.D herein and that shall appear on the Settlement Website. The Website Notice shall be agreed to by all Parties.

B. When a capitalized singular form of a plural defined term is used, it refers to any one of the defined terms. When a capitalized plural form of a singular defined term is used, it refers to one or more of the defined terms.

III. CERTIFICATION OF THE SETTLEMENT CLASS

A. Only for the purposes of the Settlement and the proceedings contemplated herein for effectuating the Settlement, Plaintiffs shall move the Court in the Action to certify the Settlement Class pursuant to New Jersey Court Rule 4:32-2.

B. Only for the purposes of the Settlement, Plaintiffs shall move for the appointment of Plaintiffs as Settlement Class Representatives and for the appointment of the following attorneys as Co-Lead Class Counsel: Shanon J. Carson, John Albanese, and Y. Michael Twersky of Berger Montague PC, Stephen P. DeNittis and Joseph A. Osefchen of DeNittis Osefchen Prince, P.C., and Michael Galpern of the law firm of Javerbaum, Wurgaft, Hicks, Kahn Wikstrom & Simms, P.C.

C. Defendants will not oppose certification of the Settlement Class on the terms of this Settlement Agreement, or the appointments of the Settlement Class Representatives and Co-Lead Class Counsel, for purposes of settlement only. If the Effective Date does not occur for any reason, certification of the Settlement Class shall be vacated and deemed void; any order certifying a class for settlement purposes shall be vacated and deemed void; nothing related to the Settlement or negotiations shall be admissible in connection with a contested class certification motion or otherwise in the Litigation or any other proceeding in any forum; and each Party shall retain all of its respective rights, claims, and defenses, as they existed prior to execution of this Settlement Agreement and the Term Sheet.

IV. SETTLEMENT RELIEF

A. Settlement Fund. In consideration for the complete and final settlement of the Litigation through this Action (as amended), the Release, and other promises and covenants set forth in this Settlement Agreement, and subject to the other terms and conditions herein, Defendants will pay the Settlement Amount into the Gross Settlement Fund. The Settlement Amount will be paid by or on behalf of Defendants on a non-reversionary basis, and will cover the following: all Settlement Payments to the Settlement Class Members as set forth in Section IV.C of this Settlement Agreement; Administrative Costs; any attorneys' fees and costs for Class

Counsel awarded by the Court; and any service awards for Plaintiffs awarded by the Court. Defendants shall not be required to pay any amounts in excess of the Settlement Amount.

B. Establishment and Funding of the Settlement Fund Account.

1. Within thirty (30) days after the date of the Preliminary Approval Order, Middlesex, on behalf of itself and 3M, will cause 50% of the amount estimated by the Settlement Administrator for notice and related costs to be wired into the Settlement Fund Account. The remaining portion of the Settlement Amount shall be wired into the Settlement Fund Account within thirty (30) days after the date of the Final Approval Order.

2. The Settlement Fund Account shall be established and administered by the Settlement Administrator with approval of the Court and shall meet the requirements applicable to a Qualified Settlement Fund pursuant to Treasury Regulations Section 1.468B-1 *et seq.* If the Settlement Fund Account has not been approved by the Court by the deadline for payment of the first installment of the Settlement Amount specified herein, Middlesex shall not be obligated to pay the first installment of the Settlement Amount until ten (10) Business Days after the Settlement Fund Account is approved by the Court.

3. Any interest earned on monies in the Settlement Fund Account shall compound within the Settlement Fund Account and shall be added to the Gross Settlement Fund. Any taxes or bank fees associated with the Settlement Fund Account shall be paid out of the Settlement Fund Account.

4. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall have no liability or responsibility for any taxes or bank fees associated with the Settlement Fund Account. The Settlement Administrator shall file all informational and other tax returns necessary

or advisable with respect to the Settlement Fund Account (including the returns described in Treasury Regulations section 1.463B-2(k)).

5. Payment of their respective shares of the Settlement Amount shall constitute Defendants' sole monetary obligation under the Settlement, and in no circumstances shall Defendants be required to pay anything more than the Settlement Amount in relation to this Settlement.

6. The Parties and their counsel make no representations to Settlement Class Members or anyone else concerning any tax consequences or treatment of any allocation or distribution of funds from the Gross or Net Settlement Fund.

7. The Parties and their counsel shall have no liability to Settlement Class Members or anyone else related to the allocation or distribution of the Gross or Net Settlement Fund. In no event shall the Parties or their counsel have any liability for the administration of the Gross or Net Settlement Fund by the Settlement Administrator or for acts or omissions of the Settlement Administrator.

C. Distribution of Net Settlement Fund to the Eligible Claimants. The Net Settlement Fund shall be distributed to the Eligible Claimants, pursuant to the terms set forth in this Settlement Agreement, including the terms regarding the disbursement of Residual Funds. Each Settlement Class Member is eligible to submit a Claim for a Settlement Payment.

1. Claim Process.

a. Settlement Class Members may submit a Claim for a Settlement Payment by submitting a completed Claim Form on or before the Claim Deadline. The Claim Form shall be substantially in the form attached as **Exhibit B** to this Settlement Agreement. Claim Forms may be submitted electronically via the Settlement Website, or by mail. For Claim Forms

submitted by mail, the Claim Form shall be considered timely if postmarked on or before the Claim Deadline. The Email Notice, Postcard Notice, and Website Notice shall identify both the Claim Deadline and the webpage address on the Settlement Website where Claim Forms may be submitted electronically, and the Email Notice and Postcard Notice shall include unique personal identification numbers to facilitate the submission of Claims. The Email Notice shall also include a hyperlink to the webpage address on the Settlement Website, where Claim Forms may be submitted electronically.

b. The Settlement Administrator shall review and process Claims. The Settlement Administrator shall receive, process, and make determinations regarding all Claim Forms as promptly as possible and as Claim Forms are received.

c. Eligible Claimants shall be issued Settlement Payments as described further herein. Only one valid Claim may be submitted by each Settlement Class Member.

d. Class Members who timely and validly request exclusion from the Settlement Class may not submit a Claim and shall not be eligible for a Settlement Payment. All other Class Members shall be eligible to submit Claims for Settlement Payments.

e. The Settlement Administrator shall conduct reasonable audit(s) to ensure the integrity of the Claim Process, including that appropriate controls are in place to prevent fraud. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Claimant or deny the claim subject to the ultimate oversight of the Parties and the Court. The Settlement Administrator will immediately notify and provide all details to Co-Lead Class Counsel and Defendants' Counsel if it suspects any person of committing fraud at any time, so that the Parties can meet and confer and advise the Settlement Administer, and the Court, if necessary, concerning any response to be taken.

f. Beginning no later than two (2) weeks following the Notice Date and continuing until the processing of Claims is completed, the Settlement Administrator shall provide weekly updates to Co-Lead Class Counsel and Defendants' Counsel regarding Claim submissions and regarding its review and processing of Claims.

2. Calculation of Final Settlement Payment Amount. The "Settlement Payment" for each Eligible Claimant shall be calculated as follows:

a. An Eligible Claimant will be allocated a "Base Payment" of fifty dollars ($50.00) if that Eligible Claimant timely submits a valid Claim Form (*i.e.*, no receipts or other proofs are required to receive the Base Payment). Further, an Eligible Claimant that submits a Claim Form using a unique personal identification number as provided in the Email Notice and/or Postcard Notice shall not have to provide documentary proof of their identity. An Eligible Claimant that submits a Claim Form without a unique personal identification number will be required to submit documentary proof of identification, which shall include, but not be limited to a copy of a driver's license, lease, mortgage, utility bill, credit card statement, deed, pay stub, insurance bill, court documents, or any other similar document showing reasonable proof of identity.

b. An Eligible Claimant who submits a timely and valid Claim Form will also be allocated a reimbursement of up to twenty-five hundred dollars ($2,500.00) for "Qualified Expenses" consisting of their (1) payments for bottled water, (2) payments for water filters or water filtration devices, (3) out-of-pocket payments for doctor visits, and/or (4) out-of-pocket payments for blood tests—provided such Qualified Expenses were incurred after and as a consequence of receiving from Middlesex the form notice identical or substantially similar to Complaint Attachments A or B up to April 8, 2023—if they submit, along with their Claim Form,

a valid receipt or other similar proof for each Qualified Expense for which such reimbursement is sought.

c. In the event the Base Payments and Qualified Expenses allocated to all Eligible Claimants exceed the amount of the Net Settlement Fund, the Settlement Payment issued to each Eligible Claimant will be the sum of any Base Payment and any Qualified Expenses allocated to that Eligible Claimant, reduced on a *pro rata* basis, as determined by the Settlement Administrator, so that the sum of all Settlement Payments equals the Net Settlement Fund.

d. In the event the Base Payments and Qualified Expenses allocated to all Eligible Claimants do not exceed the amount of the Net Settlement Fund, the Settlement Payment issued to each Eligible Claimant will be the sum of any Base Payment and any Qualified Expenses allocated to that Eligible Claimant, increased on a *pro rata* basis, as determined by the Settlement Administrator, so that the sum of all Settlement Payments equals the Net Settlement Fund; provided that in no event shall the prorated Base Payment for any Eligible Claimant be more than $500.

e. Each Eligible Claimant will be issued a Settlement Payment in an amount determined by the Settlement Administrator, in accordance with this Section IV.C.2. The Settlement Administrator shall determine the validity of all Claimants, Claims, Claim Forms, and attachments thereto (*i.e.*, receipts, proofs of purchase, etc.) and shall calculate the Settlement Payment for each Eligible Claimant accordingly.

3. Creation of Payment List and Distribution of Settlement Payments

a. The Settlement Payee List. By no later than seven (7) days following the Effective Date, the Settlement Administrator—using the Class Data, the timely and valid requests for exclusion from the Settlement Class, and the timely and valid Claims submitted—

shall provide to Co-Lead Class Counsel and Defendants' Counsel a "Settlement Payee List" that includes, for each Eligible Claimant: a unique identifying number; the name of the Eligible Claimant; and the Eligible Claimant's last known mailing address.

b. Determination of Net Distributable Funds. By no later than twenty-eight (28) days following the Effective Date, the Settlement Administrator shall determine the amount of the Net Settlement Fund by deducting from the Gross Settlement Fund: (i) the amount of any Court-approved attorneys' fees and costs award for Class Counsel; (ii) the amount of any Court-approved service awards for Plaintiffs; (iii) the Administrative Costs (including both costs already incurred and an estimate of future costs necessary to effectuate this Settlement Agreement), and (iv) an estimate of any Administrative Costs associated with distribution of the Residual Funds as contemplated by Section IV.C.4 herein. By the same date, the Settlement Administrator shall inform Co-Lead Class Counsel and Defendants' Counsel of the Net Settlement Amount.

c. The Payment List. By no later than twenty-eight (28) days following the Effective Date, the Settlement Administrator shall create and provide to Co-Lead Class Counsel and Defendants' Counsel a "Payment List," as a supplement to the Settlement Payee List, that includes all of the information on the Settlement Payee List and adds the Settlement Payment amount for each Eligible Claimant, as calculated pursuant to Section IV.C.2 herein.

d. Payments To Eligible Claimants. By no later than seventy-five (75) days following the Effective Date (the "Payment Date"), the Settlement Administrator shall mail checks via first class U.S. Mail postage pre-paid, or provide an electronic payment, at the Eligible Claimant's election, to each Eligible Claimant on the Payment List, drawn from the Settlement Fund Account in the Settlement Payment amounts indicated for them on the Payment List. Settlement Payment checks or electronic payments, as applicable, shall be made out to the Eligible

Claimants as indicated on the Payment List. Settlement Payment checks shall be sent to the mailing addresses indicated in the corresponding Claim Forms, and Settlement Payments made electronically shall be sent to the payment account or email address indicated in the corresponding Claim Forms. The initial mailed Settlement Payment checks to Eligible Claimants shall be valid for a period of one hundred and eighty (180) days ("Check-Cashing Period").

e. Undeliverable Settlement Payment Checks. For any mailed Settlement Payment checks that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the check to the new address indicated. For any mailed Settlement Payment checks that are returned undeliverable without forwarding address information, the Settlement Administrator shall conduct an industry standard "skip trace" to try to identify updated address information and re-mail checks to the extent an updated address is identified.

4. Residual Funds. For any Settlement Payment funds that remain in the Settlement Fund Account one year after the Payment Date—consisting of checks that were successfully delivered but not timely negotiated, and checks or electronic payments deemed undeliverable by the Settlement Administrator (collectively, "Residual Funds")—such Residual Funds shall be treated as unclaimed property of the corresponding Claimants, subject to applicable New Jersey unclaimed property procedures; provided that any Administrative Costs of the Settlement Administrator in connection with the distribution of the Residual Funds pursuant to this Section IV.C.4 shall be paid from the Residual Funds, shall not increase Defendants' contribution to the Gross Settlement Fund or change any obligation by Defendants under this Settlement Agreement, and shall reduce *pro rata* the respective unclaimed property amounts for the Claimants with unnegotiated or undeliverable Settlement Payment checks or electronic payments.

5. Cy Pres. Any monies remaining in the Settlement Fund Account after (1) distribution of Settlement Payments to Eligible Claimants; (2) payment of all Administrative Costs; (3) the payment of all Court-awarded attorneys' fees and costs to Class Counsel; (4) the payment of all Court-awarded service awards to Plaintiffs; and (5) the treatment of any Residual Funds as unclaimed property of the corresponding Claimant(s) subject to applicable New Jersey unclaimed property procedures as provided herein, shall be sent to a *cy pres* recipient to be mutually agreed upon by the Parties, identified to the Court before the Final Approval Hearing, and approved by the Court. The Settlement Administrator shall be responsible for performing any and all obligations that may be required by New Jersey's unclaimed property laws and procedures in connection with any Residual Funds, or any *cy pres* distribution.

V. THE SETTLEMENT ADMINISTRATOR

A. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Settlement Agreement, shall include:

1. Providing Notice to Settlement Class Members as set forth in this Settlement Agreement;

2. Receiving and processing Claims pursuant to the Claim Process described in this Settlement Agreement, and providing updates to Co-Lead Class Counsel and Defendants' Counsel regarding the Claims and Claim Process, as provided in this Settlement Agreement;

3. Establishing and maintaining the Settlement Website;

4. Establishing and maintaining the Toll-Free Number;

5. Responding to inquiries from members of the Settlement Class;

6. Keeping a clear and careful record of all communications with members of the Settlement Class and all administration expenses;

7. Establishing and maintaining a post office box, or other address, for requests for exclusion, objections, and other correspondence from members of the Settlement Class;

8. Establishing and maintaining an email address for correspondence from members of the Settlement Class;

9. Processing and determining the timeliness and validity of any requests for exclusion by members of the Settlement Class;

10. Receiving any objections mailed by members of the Settlement Class to the Settlement Administrator;

11. Timely providing copies to Co-Lead Class Counsel and Defendants' Counsel of all requests for exclusion, objections, and other correspondence received from members of the Settlement Class;

12. Providing interim reports to Co-Lead Class Counsel and Defendants' Counsel on request from Co-Lead Class Counsel and Defendants' Counsel;

13. Within ten (10) days after the Exclusion Deadline (as defined in Section IX.A herein), providing a report to Co-Lead Class Counsel and Defendants' Counsel summarizing the number of requests for exclusion received, the names and addresses of members in the Settlement Class who submitted a request for exclusion, and any other pertinent information requested by Class Counsel or Defendants' Counsel;

14. In advance of the Final Approval Hearing, preparing an affidavit, to submit to the Court, affirming its compliance with the Notice and settlement administration provisions of this Settlement Agreement, and identifying any members of the Settlement Class who submitted timely and valid requests for exclusion;

15. Preparing and disseminating the Settlement Payee List and Payment List as provided in this Settlement Agreement;

16. Processing and transmitting distributions from the Gross and Net Settlement Fund and Settlement Fund Account as provided in this Settlement Agreement;

17. Paying any invoices, expenses, taxes, fees, and other costs associated with administration of this Settlement as contemplated by this Settlement Agreement or required by law; and

18. Performing any other settlement administration-related functions reasonably necessary to effectuate the Settlement, with the consent of both Co-Lead Class Counsel and Defendants' Counsel, or as approved by the Court.

B. Appropriately Handling Personal Information. The Settlement Administrator will (1) use personal information acquired in connection with the Settlement solely for purposes of administering the Settlement and evaluating and paying Claims under this Settlement Agreement; (2) assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement; (3) take security measures to prevent unauthorized access to personal information and the loss, destruction, theft, falsification, and leakage of personal information; (4) if outsourcing the handling of personal information, determine that such handlers take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for any other purposes; (5) respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information; and (6) within one hundred and twenty (120) days after the completion of its duties under this Agreement, and in compliance with applicable

retention law, destroy all personal information obtained in connection with this Settlement in a manner that prevents such information from being obtained by unauthorized persons.

VI. NOTICE PROGRAM

A. Class Data. By no later than five (5) days following entry of the Preliminary Approval Order, (1) Middlesex shall provide the Class Data to Class Counsel, or (2) Middlesex shall confirm that the data already possessed by Class Counsel satisfies the definition of Class Data, and Class Counsel shall forward the Class Data to the Settlement Administrator.

B. Mail Notice.

1. By no later than the Notice Date, the Settlement Administrator shall: (a) update the mailing address listed in the Class Data for each Class Member through the National Change of Address Database; and (b) mail the Postcard Notice to each Class Member via first class U.S. mail, postage pre-paid, at their address as updated. The Postcard Notice shall be agreed to by all Parties.

2. For any mailed Postcard Notices that are returned with forwarding address information, the Settlement Administrator shall promptly re-mail the Postcard Notice to the new address indicated. For any mailed Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall conduct an industry standard "skip trace" to try to identify a more current address and re-mail the Postcard Notice to the extent an updated address is identified.

C. Email Notice. By no later than the Notice Date, the Settlement Administrator shall also email the Email Notice to each Class Member for whom an email address is included in the Class Data. The Email Notice shall be agreed to by all Parties. The Email Notice shall be sent to the email address(es) listed in the Class Data for each Class Member. The Email Notice shall be

sent with the sender title "Middlesex Water PFAS/PFOA Class Action Settlement Administrator" and the subject line "Notice of Middlesex Water PFAS/PFOA Class Action Settlement."

D. Settlement Website. By no later than the Notice Date, the Settlement Administrator shall establish and maintain an Internet website, at the URL www.MiddlesexWaterPFASSettlement.com ("Settlement Website") where Class Members can obtain further information about the terms of the Settlement, this Settlement Agreement, their rights, important dates and deadlines, and related information. The Settlement Website shall include the long-form Website Notice substantially in the form attached as **Exhibit C** to this Settlement Agreement. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, objecting to the Settlement, and requesting exclusion from the Settlement Class, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the Toll-Free Phone Number for obtaining information about the Settlement; (iii) copies of the Settlement Agreement, the Claim Form, the operative Complaint in this Action, the Preliminary Approval Order entered by the Court, Class Counsel's fee and cost application (after it is filed), and other relevant Court documents as agreed upon by the Parties and/or required by the Court; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically on the Settlement Website. The Settlement Website shall remain operational until at least sixty (60) days after the conclusion of the Check-Cashing Period, or such other later date as the Parties may agree.

Should any member of the Settlement Class contact Middlesex or 3M or Defendants' Counsel regarding the Email or Postcard Notices, Defendants and Defendants' Counsel should be prepared to direct Settlement Class Members to the Settlement Website.

E. Toll-Free Number. The Settlement Administrator shall establish and maintain a toll-free telephone number ("Toll-Free Number") which will provide members of the Settlement Class with information about the Settlement and their rights and will direct them to the Settlement Website. The Toll-Free Number shall be operational and live by no later than one (1) day before the Notice Date, and it shall remain operational until at least sixty (60) days after the conclusion of the Check-Cashing Period, or such other later date as the Parties may agree. The Toll-Free Number will not utilize a live, in-person operator, but rather will provide automated responses containing information about the Settlement Agreement.

F. Reminder Email Notice. No later than twenty-one (21) days after the Notice Date, the Settlement Administrator shall email a Reminder Email Notice, in a form to be agreed to by the Parties, to each Class Member who was sent the Email Notice.

G. Administrative Costs Incurred Prior to Final Approval. Prior to the Court's final approval of the Settlement, a portion of the Gross Settlement Fund not to exceed $400,000.00 will be used to pay Notice costs and other reasonable fees and expenses of the Settlement Administrator, regardless of whether the Settlement is finally approved, and the Effective Date occurs. These amounts shall not be repaid to Defendants if the Effective Date does not occur.

VII. RELEASE AND COVENANT NOT TO SUE

A. The Parties agree to the following release and waiver, which shall take effect upon the Effective Date.

1. In consideration for the Settlement benefits described in this Settlement Agreement, upon the Effective Date, the Releasing Parties expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release and discharge, upon good and sufficient consideration, the Released Parties, to the fullest extent that the law permits their release, of and

from any and all manner of past, present, or future claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, remedies, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under domestic or foreign constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and actual, compensatory, consequential, incidental, ancillary, statutory, exemplary, punitive, special, multiple, or treble damages, restitution, disgorgement, or declaratory or injunctive relief, whenever incurred, and liabilities of any nature whatsoever (including joint and several), including without limitation for economic costs, out-of-pocket expenses, alleged property damage or diminution in real property value (including without limitation for stigma), inconvenience or loss of use and enjoyment of their real property, or for biomonitoring or medical monitoring, known or unknown, suspected or unsuspected, matured or unmatured, asserted or unasserted, arising from, concerning, or relating in any way to any conduct alleged or that could have been alleged in or arising from the factual predicate of the Litigation; arising from, concerning or relating in any way to PFAS in the drinking water distributed by Middlesex or the notice(s) of PFAS exceedance disseminated by Middlesex; or arising from, concerning or relating in any way to the presence of any PFAS or any product containing PFAS that may in any way be or alleged to be attributable to 3M ("Released Claims"). To avoid any doubt, the only claims and/or liabilities as set forth above that are not Released Claims are personal injury claims for damages by the Releasing Parties concerning or relating to alleged exposure to PFAS from consumption of water distributed by Middlesex, which are expressly excluded from this Release.

2. The Releasing Parties shall forever refrain from instituting, maintaining, prosecuting, or continuing any suit, action, arbitration or other proceeding against any of the Released Parties with respect to the Released Claims.

3. The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Parties with respect to any Released Claim, and the Released Parties shall not be subject to liability or expense of any kind with respect to any Released Claim by a Releasing Party other than as set forth in this Settlement Agreement.

4. This Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, arbitration, or other proceedings by a Releasing Party that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement, or that asserts any Released Claim against any Released Party.

B. Waiver of Statutory Rights: To the extent the provisions apply, the Releasing Parties expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 28-1-1602 of the Montana Code, which provides:

> **A general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor.**

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 9-13-02 of the North Dakota Century Code, which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.**

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

To the extent the laws apply, the Releasing Parties expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 28-1-1602 of the Montana Code, Section 9-13-02 of the North Dakota Century Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all of the Released Claims against Released Persons. The Release thus shall remain in effect notwithstanding the discovery or existence of any additional or different claims or facts.

C. Nothing in this Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

VIII. PRELIMINARY SETTLEMENT APPROVAL

A. Amended Complaint. Within twenty-one (21) days after execution date of this Settlement Agreement, Co-Lead Class Counsel shall file an amended complaint ("Amended Complaint") in *Vera* which shall join all the Plaintiffs and claims asserted by or on behalf of the Plaintiffs in the Litigation, and the putative classes they seek to represent, in a single, consolidated proceeding against all Defendants.

B. The Amended Complaint shall be filed contemporaneously with the Motion for Preliminary Approval discussed in Section VIII.E. Co-Lead Class Counsel shall provide counsel for 3M with a draft of the proposed Amended Complaint within fourteen (14) days after the Settlement Agreement's execution date. 3M's review and approval of the proposed Amended Complaint is a condition of effectuating the Settlement. 3M's approval of the proposed Amended Complaint shall not be unreasonably withheld. 3M's non-opposition or consent to the filing of the Amended Complaint shall not constitute its agreement with or admission of any allegation, contention or claim contained therein and shall expressly be without prejudice to any of its defenses, including in the event the Settlement does not receive Court approval.

C. Neither 3M nor Middlesex shall be required to move to dismiss, answer, or otherwise respond to the Amended Complaint during the pendency of the Settlement approval process.

D. If the Effective Date does not occur for any reason, the filing of the Amended Complaint shall be vacated and deemed void as if not filed; the Parties shall return to their respective positions as if the Amended Complaint was not filed; and the operative complaints in

Vera, and *Lonsk*, prior to the filing of the Amended Complaint, shall be deemed the operative complaint in each of those cases.

E. Preliminary Approval. Within twenty-one (21) days after the execution date of this Settlement Agreement, Co-Lead Class Counsel shall move the Court in this Action, as amended, for entry of a Preliminary Approval Order substantially in the form of **Exhibit A** to this Settlement Agreement, for the purposes of, among other things: (1) preliminarily approving the Settlement memorialized in this Settlement Agreement; (2) finding that the requirements for provisional certification of the Settlement Class have been satisfied; (3) certifying the Settlement Class as defined herein for settlement purposes only; (4) setting a date for a Final Approval Hearing; (5) approving the proposed Notice program described in Section VI herein (including the proposed forms and methods of notice), and directing dissemination of Notice to the Settlement Class in accordance with the terms of this Settlement Agreement; (6) determining that the Notice program, as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution; (7) approving the Claim Process, and directing that the Claim Process be implemented pursuant to the terms of this Settlement Agreement; (8) providing that any objections by any Settlement Class Member to the Settlement, the entry of the Final Approval Order, or to Class Counsel's request for attorneys' fees, costs, or service awards, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline specified in the Notice and Preliminary Approval Order, such objector complies with the requirements for objections set forth in Section X of this Settlement Agreement; (9) establishing dates by which Class Counsel shall file and serve all papers in support of final approval of the Settlement and in support of their application for attorneys' fees, costs, and service awards, and by

which the Parties shall file and serve all papers in response to any objections; (10) providing that all Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the Final Approval Order; (11) approving the procedure for members of the Settlement Class to request exclusion from the Settlement Class described in Section IX, and directing that requests for exclusion be submitted pursuant to the terms of this Settlement Agreement by the Exclusion Deadline; (12) directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to establish the means necessary to implement the Settlement; (13) setting deadlines consistent with this Settlement Agreement for dissemination of Notice, requesting exclusion from the Settlement Class, and objecting to the Settlement; (14) appointing the Settlement Class Representatives and Co-Lead Class Counsel; (15) approving the appointment of the Settlement Administrator; (16) staying further proceedings in this Action, other than proceedings necessary to carry out and enforce the terms of the Settlement; and (17) enjoining members of the Settlement Class, pending a ruling on the motion for final approval, from instituting, maintaining, prosecuting, continuing, or otherwise asserting any Released Claim without regard for any pending requests for exclusion. Defendants have agreed not to oppose Plaintiffs' motion for preliminary approval.

IX. REQUESTS FOR EXCLUSION

A. Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for exclusion that is postmarked no later than sixty (60) days after the Notice Date (the "Exclusion Deadline"). To be effective, the request for exclusion must include (1) the Class Member's full name, telephone number, mailing address, and email address; (2) a clear statement that the Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: "*Vera, et*

al. v. Middlesex Water Co., et al." or "*Lonsk v. Middlesex Water Company, et al*."; and (4) the Class Member's original signature. Requests for exclusion must be made on an individual basis; "mass," "class," or other purported group opt outs are not effective. Any Class Member who submits a timely and valid request for exclusion cannot object to the Settlement or to Class Counsel's motion for attorneys' fees, costs, and service awards. If a Class Member submits both a timely and valid request for exclusion and an objection, the Class Member shall be treated as if they had only submitted a request for exclusion and the objection shall be deemed moot.

B. The Settlement Administrator shall promptly after receipt provide copies of any requests for exclusion, including any related correspondence, to Co-Lead Class Counsel and Defendants' Counsel.

C. By no later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Co-Lead Class Counsel for filing with the Court) a declaration providing a complete and final list of Class Members who submitted timely and valid requests for exclusion.

D. Any Class Member who does not submit a timely and valid request for exclusion as provided in this Section VII shall be a Settlement Class Member and shall be bound by the terms of this Settlement Agreement and all proceedings, orders, and judgments in this Action, including, but not limited to, the Release, regardless of whether such Class Members have any pending claims or causes of action against Defendants.

E. Any Class Member who submits a timely and valid request for exclusion as provided in this Section IX may revoke the request by submitting to the Settlement Administrator a statement of revocation prior to the Final Approval Hearing.

F. Plaintiffs agree not to submit a request for exclusion from the Settlement.

X. OBJECTIONS

A. Any Settlement Class Member who complies with the objection provisions set forth in this Section X shall have the right to object to the proposed Settlement and/or to Class Counsel's motion for attorneys' fees, costs, or service awards. Settlement Class Members who object, but who do not also file a timely and valid request for exclusion, shall remain Settlement Class Members and shall be subject to the Release and all other terms of this Settlement Agreement if this Settlement is approved by the Court and the Effective Date occurs. To be considered valid, an objection must be in writing, must be filed with the Court no later than sixty (60) days after the Notice Date (the "Objection Deadline"), and must include the following: (1) the name of this Action: "*Vera, et al. v. Middlesex Water Co., et al.*" or "*Lonsk v. Middlesex Water Company, et al.*"; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's original signature; (4) a description of the specific reasons for the objection and any supporting authority or evidence; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is represented by an attorney; and (6) a statement as to whether the objector intends to appear at the Final Approval Hearing either in person or through counsel. Objections must be made on an individual basis; "mass," "class," or other purported group objections are not valid. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object and be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement or to Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it receives final approval and the Effective Date occurs.

B. Plaintiffs agree not to object to the Settlement.

C. By no later than twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Co-Lead Class Counsel for filing with the Court) copies of any objections received by the Settlement Administrator.

D. By no later than seven (7) days before the Final Approval Hearing, the Parties shall file any responses to any Settlement Class Member objections, and Plaintiffs shall file any reply papers in further support of the motion for final approval of the Settlement and/or in support of Class Counsel's motion for attorneys' fees, costs, and service awards.

XI. FINAL SETTLEMENT APPROVAL

A. Final Approval Order. By no later than forty-five (45) days following the Notice Date, Co-Lead Class Counsel shall file a motion for final approval of the Settlement, requesting entry of the Final Approval Order to be agreed to by the Parties to this Settlement Agreement, which shall specifically include provisions: (1) stating that the Court has personal jurisdiction over all Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in this Action, and that venue is proper; (2) finally approving the Settlement pursuant to New Jersey Court Rule 4:32-2 for settlement purposes only, and directing the Parties and Settlement Administrator to implement the Settlement pursuant to its terms, including distributing Settlement Payments to Eligible Claimants and making such other disbursements from the Settlement Fund Account as provided by the Settlement Agreement; (3) finding that the Notice as distributed was the best notice practicable and fully satisfied the requirements of due process and New Jersey Court Rule 4:32-2; (4) finally certifying the Settlement Class pursuant to New Jersey Court Rule 4:32-2; (5) memorializing that Releasing Parties have released all Released Claims; (6) permanently enjoining Releasing Parties from instituting, maintaining, prosecuting, continuing, or otherwise asserting any Released Claim, irrespective of whether Settlement

Payments to Settlement Class Members are deposited, cashed, or otherwise accepted by any Settlement Class Member; (7) retaining jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order, and any separate Order regarding Class Counsel's motion for attorneys' fees, costs, and/or service awards, and for any other necessary purpose; and (8) entering a judgment that dismisses all claims in this Action as amended with prejudice, without costs to any Party, except as provided in this Settlement Agreement, and subject to the Court's continuing jurisdiction over the Parties and the Gross and Net Settlement Funds for the purpose of enforcement of the terms of this Settlement Agreement. Defendants have agreed not to oppose Plaintiffs' motion for final approval.

B. Actions Following the Effective Date. By no later than three (3) business days following the Effective Date, Plaintiffs and Class Counsel shall dismiss with prejudice all remaining Litigation brought by Plaintiffs or Class Counsel against Defendants, specifically including *Lonsk*, with each side to bear its own costs in such litigation except as set forth in this Settlement Agreement.

C. Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement is entered into only for the purpose of settlement. If the Settlement is not approved, or is terminated, cancelled, or fails to become effective for any reason, including without limitation in the event the Final Approval Order is reversed or vacated following any appeal taken therefrom, then this Settlement shall be *void ab initio*, shall have no force or effect, and shall impose no obligations on the Parties. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Parties will revert to their positions immediately prior to the date this Settlement Agreement was executed, and the Litigation brought by the Plaintiffs and/or Class Counsel against Defendants, specifically including *Lonsk* and *Vera*, will resume without prejudice to any Party. In

that event, the Parties further agree to cooperate in asking for a reasonable schedule for the resumption of the Litigation. In the event of such a reversion, the Parties agree that the proposed or actual certification of the Settlement Class will be deemed void and will not be urged or considered as a factor in any further proceeding.

XII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

A. No later than forty-five (45) days following the Notice Date, Co-Lead Class Counsel shall file a motion with the Court requesting an award of attorneys' fees not to exceed one million six hundred thirty-three thousand, one hundred seventy dollars ($1,633,170.00) (*i.e.*, 33.33% of the Gross Settlement Fund), plus reimbursement of their reasonable litigation costs (*i.e.*, litigation expenses), with any such amounts awarded payable from the Gross Settlement Fund. Such motion shall be posted on the Settlement Website promptly after it is filed with the Court.

B. Class Counsel's entitlement to attorneys' fees and costs will be determined by the Court. The Settlement is not conditioned on Court approval of an award of attorneys' fees and costs. In the event the Court declines Class Counsel's request for attorneys' fees and costs, or awards less than the amounts sought, but otherwise approves the Settlement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Parties.

C. Any attorneys' fees and costs awarded by the Court to Class Counsel shall be paid from the Gross Settlement Fund.

D. Co-Lead Class Counsel shall have the sole and absolute discretion to allocate any attorneys' fees and costs awarded by the Court. Defendants shall have no liability or other responsibility for allocation of any such fees and costs awarded.

E. Class Counsel shall be entitled to full payment of the attorneys' fees and costs awarded by the Court within three (3) business days after the Effective Date.

F. No later than forty-five (45) days following the Notice Date, Co-Lead Class Counsel shall file a motion with the Court requesting payment from the Gross Settlement Fund to Plaintiffs of service awards not to exceed three thousand dollars ($3,000.00) for each Plaintiff. Any motion for service awards will be based on Plaintiffs' time, effort, expenses, and commitment in the Litigation and this Action, and will not be based or conditioned upon Plaintiffs' support for the Settlement. Notwithstanding the foregoing, service awards shall be limited to one per household. The motion for service awards shall be posted on the Settlement Website promptly after it is filed with the Court.

G. Plaintiffs' entitlement to service awards, if any, will be determined by the Court. The Settlement is not conditioned on Court approval of service awards for the Plaintiffs. In the event the Court declines the request for service awards, or awards less than the amount sought, but otherwise approves the Settlement contemplated by this Settlement Agreement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Parties, including the Release set forth in this Settlement Agreement.

H. Any service awards for Plaintiffs awarded by the Court shall be paid from the Gross Settlement Fund.

I. To the extent awarded by the Court, Plaintiffs shall be entitled to full payment of service awards awarded by the Court within three (3) business days after the Effective Date. Defendants shall have no liability or other responsibility to the Plaintiffs arising from any claim regarding payment of any Plaintiff service awards.

J. The Parties acknowledge that they negotiated and agreed upon all consideration to the Settlement Class before negotiating Class Counsel's proposed attorneys' fees and expenses and service awards as set forth in this Section XI. Class Counsel and Plaintiffs shall provide W-9 Forms to the Settlement Administrator prior to payment of attorneys' fees and expenses and service awards.

XIII. ADDITIONAL PROVISIONS

A. No Admission of Liability or Wrongdoing. The Parties agree that, by negotiating and signing this Settlement Agreement, Defendants are not admitting any liability, fault, wrongdoing, or violation of law. Defendants deny all allegations and claims asserted against them and maintain that they have good and meritorious defenses to Plaintiffs' claims, but are settling the Litigation to avoid the risk, burden, uncertainty and expense of continued litigation. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be an admission, a concession, or evidence of (1) the truth of any allegation by Plaintiffs in the Litigation; (2) any contention that any person suffered compensable harm or is entitled to any legal, injunctive, equitable, or other relief with respect to the matters asserted in the Litigation or any Released Claim; (3) any liability, negligence, fault, or wrongdoing by Defendants or other Released Parties; or (4) that the Litigation or any other action was or may be properly certified as a class action for litigation, non-settlement purposes.

B. No Penalty or Fine. No amounts paid pursuant to this Settlement are being paid or incurred to, or at the direction of, any government or governmental entity in relation to the violation of any civil or criminal law or the investigation or inquiry by any government or governmental entity into the potential violation of any civil or criminal law, within the meaning of Section

162(f)(1) of the Internal Revenue Code of 1986, as amended, and section 1.162-21(a) of the Treasury Regulations thereunder. No portion of any amount paid under this Settlement constitutes the payment of a fine, penalty, or punitive damages, the disgorgement of profits, reimbursement for litigation or investigation costs or attorneys' fees or costs, or an amount paid in settlement of any Claim for any of the foregoing; and if a determination were made to the contrary, the amounts paid would qualify under the exceptions in paragraphs (2) and (3) of Section 162(f).

C. Termination.

1. This Settlement may be terminated by either Plaintiffs or Defendants by serving on counsel for the opposing parties and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Co-Lead Class Counsel and Defendants) after any of the following occurrences:

a. the Court denies preliminary or final approval for the Settlement;

b. the Court conditions preliminary or final approval on changes to the Settlement Amount, the Release, or other material provisions of the Settlement Agreement;

c. an appellate court reverses, vacates, or otherwise overturns the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;

d. another of the Parties materially breaches this Settlement Agreement before the Effective Date and fails to promptly cure the breach after receiving written notice of the breach;

e. the Effective Date does not otherwise occur; or

f. within ten (10) days after receipt of the final list of Class Members who filed valid requests for exclusion, either Defendant terminates this Settlement Agreement pursuant to the Supplemental Agreement Regarding Settlement Termination Rights discussed in Section XIII.D.

If a Party exercises a right to terminate this Settlement Agreement pursuant to Section XIII.C,1, (i) the Parties shall have thirty (30) days to resume settlement negotiations and determine if the Parties can reach an amended agreement, including without limitation with the assistance of a mediator; (ii) all deadlines under this Settlement Agreement shall be stayed for the duration of the negotiations; (iii) the Parties shall jointly request a stay of all Court deadlines for the duration of the negotiations; and (iv) the Parties shall jointly advise the Court of the status of this Settlement Agreement or any amendment to this Agreement within seven (7) days after the conclusion of the thirty-day negotiation period.

2. In the event of a termination pursuant to Section XII.C.1, this Settlement Agreement and the Term Sheet shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions and privileges of the Parties, except for Sections III.C, VI.G, VIII.D, XI.C. XIII.A, XIII. C-D, , XIII. T, and XIII. Y. In the event of any such termination, the Parties will bear their own costs and fees with regard to their efforts to implement the Settlement Agreement, except as otherwise set forth herein.

3. In the event of a termination pursuant to Section XIII.C.1, this Settlement Agreement and the Term Sheet shall have no force or effect and the Parties will return to the *status quo ante* in this Action and the Litigation brought by the Plaintiffs and Class Counsel against Defendants, including *Lonsk* and *Vera*, as they existed prior to the date of this Settlement Agreement and the Term Sheet. The Parties will also be prohibited from using this Settlement or

any settlement or mediation communications in connection with discovery or as evidence in the Litigation or any other action. The Parties further agree to cooperate in asking for a reasonable schedule for the resumption of the Litigation. In addition, except as otherwise provided in this Settlement Agreement, any unused portion of the Gross Settlement Fund, including interest accrued, shall be returned promptly to the Defendants.

D. Supplemental Agreements. In accord with Section XIII.1.f., the Defendants shall have the right, but not the obligation, in their sole discretion, to terminate this Settlement Agreement pursuant to the Supplemental Agreement Regarding Settlement Termination Rights to be executed by the Parties contemporaneously with the execution of this Settlement Agreement. The Supplemental Agreement Regarding Settlement Termination Rights shall not be submitted to the Court except in the event of a dispute thereunder, in which case the Parties shall seek to file it only under seal. The Defendants have also entered into a confidential agreement between them regarding the allocation of the payment of the Settlement Amount.

E. Liens and Medicare Obligations. Any liens or subrogation interests as to any damage to real property or other property of a Settlement Class Member shall be the responsibility of that Settlement Class Member. Any liens or subrogation interests as to any costs, expenses, or fees incurred by a Settlement Class Member in connection with any alleged exposure to PFAS shall be the responsibility of that Settlement Class Member.

1. Nothing in this Agreement is intended to create or give rise to any liens or subrogation claims not otherwise provided by law or contract.

2. Due to the nature of the claims at issue in the Litigation, and the Released Claims (which expressly exclude personal injury claims for damages), the Parties agree that the Settlement does not give rise to any reporting requirements under Section 111 of the Medicare,

Medicaid, and SCHIP Extension Act of 2007, and therefore that no Party will make any such report.

3. The Parties have sought to draft this Settlement to avoid any impacts to the rights of any public or private program (e.g. Medicare) or to Settlement Class Members' rights thereunder, including by limiting reimbursement for Qualified Expenses for doctor visits, and blood test, only to where such payments were out-of-pocket. However, by choosing not to exclude themselves, Settlement Class Members acknowledge that (a) the Settlement could impact, limit, or preclude their rights to receive certain future Medicare benefits arising out of the allegations in this lawsuit; and (b) they want to proceed with the Settlement and voluntarily waive any and all claims against the Defendants for denial of Medicare benefits related to the Settlement.

4. The Releasing Parties voluntarily waive any and all claims of any nature against the Settling Defendants related to any effort by Medicare or a Medicare Advantage Organization to demand payment of covered medical expenses that are asserted to be related to this Settlement, including but not limited to a private cause of action under 42 U.S.C. § 1395y(b)(3)(A).

5. The Parties have considered Medicare's interest in any potential Medicare-covered medical expenses occurring before or after the Effective Date. The Parties are satisfied that no allocation for expenses to protect Medicare's interest now or in the future is necessary and will not allocate any amount of the proceeds of this Settlement for past or future medical expenses.

F. Non-Disparagement. Plaintiffs and their counsel agree not to make any negative, derogatory, disparaging, and/or untruthful statements, either written or oral, to any person or entity nor do anything that derogates Defendants or their counsel concerning the subject-matter of the Litigation or the Settlement. The Parties agree that this Paragraph is a material term of this

Settlement, without which Defendants would not enter into this Settlement. Defendants maintain all claims, rights, and/or remedies as a result of a breach of this this Paragraph, whether equitable or sounding in damages.

G. Confidentiality. The Parties and their respective attorneys agree that prior to the filing of a motion for preliminary approval of the Settlement, this Settlement Agreement and the Term Sheet, including the terms and Settlement Amount set forth therein, are and shall be treated as confidential and shall not be disclosed, described, or characterized to any other person, attorney, entity, publication or member of the media, except as may be required by law, judicial process, or order of a court, to enforce the terms of the Term Sheet or Settlement, or as otherwise agreed by the Parties. Notwithstanding the foregoing, any Party may disclose such information to a regulatory authority, or to its auditors, attorneys, or insurers, if it determines that disclosure is warranted. The Parties agree not to disclose the substance of the negotiations that led to the Term Sheet or this Settlement, including the merits of any positions taken by any Party, except as may be necessary to provide the Court with information necessary to consider approval of the Settlement.

H. Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

I. Binding On Successors. This Settlement Agreement shall bind and inure to the benefit of the Parties, the Settlement Class Members, and their respective successors, assigns, legatees, heirs, and personal representatives.

J. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by

independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

K. Authorization. Each Releasing Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Releasing Party is fully entitled and duly authorized to give this complete and final release and discharge.

L. Construction and Interpretation. No Party shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise.

M. Headings. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement.

N. Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement.

O. Effect of Weekends and Holidays. If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date. Unless the Court orders otherwise, the Parties may agree in writing to any reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

P. Merger and Integration. This Settlement Agreement, together with its Exhibits, the Supplemental Agreement Regarding Settlement Termination Rights, and, as between Defendants, the Defendants' allocation agreement contain an entire, complete, and integrated statement of each

and every term and condition agreed to by, between, and among the Parties to those agreements, and are not subject to any term or condition not provided for therein. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth in the Settlement Agreement and the Supplemental Agreement Regarding Settlement Termination Rights. This Settlement Agreement supersedes all prior and contemporaneous oral and written agreements and discussions among the Parties regarding the subject matter of the Settlement Agreement, including without limitation the Term Sheet, but excluding the Supplemental Agreement Regarding Settlement Termination Rights and Defendants' allocation agreement.

Q. No Waiver. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Settlement Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

R. Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties and, if it occurs after entry of the Final Approval Order, with approval of the Court.

S. Governing Law. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its choice of law or conflict of law principles.

T. Further Assurances; Dispute Resolution. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary to obtain approval of this Settlement and in connection with

the performance of its obligations hereunder to carry out the express intent of the Parties hereto. The Parties and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. If unable to resolve any disputes regarding this Settlement Agreement among themselves, the Parties will consult the mediator, and, only if mediation fails to resolve such disputes, refer the disputes to the Court for resolution.

U. Severability. The provisions of this Settlement Agreement are not severable, except as provided in the Settlement Agreement or by subsequent agreement of the Parties.

V. Third-Party Beneficiaries. The Settlement Agreement does not create any third-party beneficiaries, except Settlement Class Members and the Released Parties other than the Defendants, who are intended third-party beneficiaries.

W. Force Majeure. The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, war, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.

X. Continuing Jurisdiction. The Parties to this Settlement Agreement stipulate that the Court shall retain personal and subject matter jurisdiction over the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, and any separate order regarding Class Counsel attorneys' fees and expenses and/or Plaintiff service awards.

Y. Execution Date; Counterparts. This Settlement Agreement shall be deemed executed on the date that the last of the signatories for the Parties provides its signature. This Settlement Agreement may be executed in counterparts, including via electronic signature, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

Z. Notices. Notices to counsel for the Parties required under this Settlement Agreement shall be sent by email and first-class mail to:

For Plaintiffs:

BERGER MONTAGUE PC
Shanon J. Carson (pro hac vice)
Y. Michael Twersky
John Albanese (pro hac vice)
Amey J. Park (NJ 070422014)
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel.: (215) 875-3000
Fax: (215) 875-4604
scarson@bm.net

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com
Email: sprince@denittislaw.com

JAVERBAUM, WURGAFT, HICKS, KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esquire
Zachary M. Green, Esquire

1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, NJ 08043
Telephone: (856) 596-4100
Fax: (856) 702-6640
mgalpern@lawjw.com

For Middlesex:

COZEN O'CONNOR, P.C.
Vincent P. Pozzuto, Esq.
3 World Trade Center
New York, New York 10007
212-908-1284
vpozzuto@cozen.com

For 3M:

KING & SPALDING LLP
Andrew J. Calica
1185 Avenue of the Americas
New York, NY 10036
acalica@kslaw.com

BRESSLER, AMERY & ROSS, P.C.
Donald J. Camerson, II
325 Columbia Turnpike
Florham Park, NJ 07932
djcamerson@bressler.com

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY DEFENDANT MIDDLESEX WATER COMPANY:

Dated: March 19, 2025

By: _____

Title: Vice President, General Counsel & Secretary

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANT MIDDLESEX WATER COMPANY:

Dated: March 24, 2025

_____
Vincent P. Pozzuto
Cozen O'Connor, P.C.

APPROVED AND AGREED TO BY DEFENDANT 3M COMPANY:

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR 3M COMPANY:

Dated: _____

_____
Andrew Calica
King & Spalding LLP

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY DEFENDANT MIDDLESEX WATER COMPANY:

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANT MIDDLESEX WATER COMPANY:

Dated: _____

_____
Vincent P. Pozzuto
Cozen O'Connor, P.C.

APPROVED AND AGREED TO BY DEFENDANT 3M COMPANY:

Dated: March 24, 2025

By: _____

Title: Executive Vice President & Chief Counsel

APPROVED AND AGREED TO BY COUNSEL FOR 3M COMPANY:

Dated: _____

_____
Andrew Calica
King & Spalding LLP

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY DEFENDANT MIDDLESEX WATER COMPANY:

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR DEFENDANT MIDDLESEX WATER COMPANY:

Dated: _____

_____
Vincent P. Pozzuto
Cozen O'Connor, P.C.

APPROVED AND AGREED TO BY DEFENDANT 3M COMPANY:

Dated: _____

By: _____

Title: _____

APPROVED AND AGREED TO BY COUNSEL FOR 3M COMPANY:

Dated: 3/24/2025

_____
Andrew Calica
King & Spalding LLP

Docusign Envelope ID: 9D9D15F9-25C4-43BD-9AAF-0599AAAA2966

APPROVED AND AGREED TO BY CO-LEAD CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs and Class Counsel:

Dated: 3/20/2025

Signed by:
5A0289ABD8B54D8...

Shanon J. Carson
Berger Montague PC

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: _____

Michael A. Galpern
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

Tomas Vera

Dated: _____

Joel Velez

Dated: _____

Margaret Kennedy

APPROVED AND AGREED TO BY CO-LEAD CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs and Class Counsel:

Dated: _____

Shanon J. Carson
Berger Montague PC

Dated: 3/24/25

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: 3/24/25

Michael A. Galpern
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

Tomas Vera

Dated: _____

Joel Velez

Dated: _____

Margaret Kennedy

APPROVED AND AGREED TO BY CO-LEAD CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs and Class Counsel:

Dated: _____

Shanon J. Carson
Berger Montague PC

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: _____

Michael A. Galpern
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: Mar 24, 2025

Tomas Vera (Mar 24, 2025 11:22 EDT)

Tomas Vera

Dated: _____

Joel Velez

Dated: _____

Margaret Kennedy

APPROVED AND AGREED TO BY CO-LEAD CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs and Class Counsel:

Dated: _____

Shanon J. Carson
Berger Montague PC

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: _____

Michael A. Galpern
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

Tomas Vera

Dated: Mar 19, 2025

Joel Velez
Joel Velez (Mar 19, 2025 09:09 EDT)

Joel Velez

Dated: _____

Margaret Kennedy

APPROVED AND AGREED TO BY CO-LEAD CLASS COUNSEL, who are also expressly authorized to sign on behalf of the Plaintiffs and Class Counsel:

Dated: _____

Shanon J. Carson
Berger Montague PC

Dated: _____

Stephen P. DeNittis
DeNittis Osefchen Prince, P.C.

Dated: _____

Michael A. Galpern
Javerbaum, Wurgaft, Hicks, Kahn,
Wikstrom & Sinins, P.C.

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

Tomas Vera

Dated: _____

Joel Velez

Dated: Mar 19, 2025

Kathleen Kennedy Russell for Margaret Kennedy
Kathleen Kennedy Russell for Margaret Kennedy (Mar 19, 2025 21:05 EDT)

Margaret Kennedy

Dated: Mar 19, 2025

Donna Zielinski (Mar 19, 2025 10:01 EDT)

Donna Zielinski

Dated: _____

Michael Zielinski

Dated: _____

Marco L. Nead

Dated: _____

Renee Williams

Dated: _____

Roberta Lonsk

Dated: _____

Donna Zielinski

Dated: Mar 19, 2025

Michael Zielinski (Mar 19, 2025 10:33 EDT)

Michael Zielinski

Dated: _____

Marco L. Nead

Dated: _____

Renee Williams

Dated: _____

Roberta Lonsk

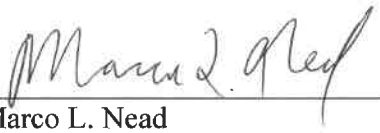
Dated: _____

_____
Donna Zielinski

Dated: _____

_____
Michael Zielinski

Dated: 3/21/25



Marco L. Nead

Dated: _____

_____
Renee Williams

Dated: _____

_____
Roberta Lonsk

Dated: _____

_____
Donna Zielinski

Dated: _____

_____
Michael Zielinski

Dated: _____

_____
Marco L. Nead

Dated: Mar 21, 2025

Renee Williams
Renee Williams (Mar 21, 2025 16:45 EDT)

_____
Renee Williams

Dated: _____

_____
Roberta Lonsk

Docusign Envelope ID: 9D9D15F9-25C4-43BD-9AAF-0599AAAA2966

Dated: _____

Donna Zielinski

Dated: _____

Michael Zielinski

Dated: _____

Marco L. Nead

Dated: _____

Renee Williams

Dated: 3/20/2025

Signed by:
Roberta Lonsk
2AECAA3BED60426...

Roberta Lonsk

Exhibit A

TOMAS VERA, JOEL VELEZ, MARGARET KENNEDY, DONNA ZIELINSKI, MICHAEL ZIELINSKI, MARCO L. NEAD, RENEE WILLIAMS, and ROBERTA LONSK, on behalf of themselves and all others similarly situated, Plaintiffs, v. MIDDLESEX WATER COMPANY and 3M COMPANY, Defendants.	SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION DOCKET NO. MID-L-6306-21 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AGREEMENT AND DIRECTING DISSEMINATION OF CLASS NOTICE**

Before the Court is the Motion for Preliminary Approval of Class Settlement Agreement and for Direction of Class Notice Pursuant to N.J. Ct. R. 4:32-2 ("Motion"), filed by Plaintiffs. Plaintiffs and Defendants Middlesex Water Company and 3M Company (collectively, "Defendants") have entered into a Class Settlement Agreement, dated [DATE] ("Settlement Agreement"). Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter, and has personal jurisdiction over the Parties and the Settlement Class Members for purposes of this settlement. Venue is proper in this Court.

PRELIMINARY APPROVAL

3. The Motion is GRANTED.

4. The Court hereby preliminarily approves the Settlement Agreement, and the terms embodied therein pursuant to N.J. Ct. R. 4:32-2.

5. The Court finds that it will likely be able to approve the Settlement Agreement under N.J. Ct. R. 4:32-2 and to certify the Settlement Class for purposes of judgment on the proposed Settlement.

6. The Court preliminarily finds that the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class Members under the relevant considerations. The Court finds that Plaintiffs and proposed Co-Lead Class Counsel have adequately represented, and will continue to adequately represent, the Settlement Class. The Court further finds that the Settlement Agreement is the product of arms' length negotiations by the Parties with the assistance of an experienced mediator, Hon. Joel Schneider (Ret.), and comes after significant litigation, investigation, and discovery. The Court preliminarily finds that the relief provided—a non-reversionary common settlement fund of $4.9 million—is adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal for all Parties, the legal issues presented in this Action, the interests of the proposed Settlement Class, and the proposed method of distributing payments to the Settlement Class (*i.e.*, direct payments by checks and electronic payments). The Court preliminarily finds that the Settlement Agreement treats the Settlement Class Members equitably relative to each other, and that the proposed allocation of settlement funds to Settlement Class Members is reasonable and equitable. Under the terms of the Settlement Agreement, all Settlement Class Members are eligible to submit claims for settlement payments via a simple claim form. The Court will fully assess any request for attorneys' fees and litigation expenses after receiving a motion from Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees and litigation expenses to be paid from the common settlement fund creates no reason

not to direct notice to the Settlement Class; should this Court find any aspect of the requested attorneys' fees or expenses unsupported or unwarranted, such funds will not revert to Defendants.

7. The Court hereby provisionally certifies, for settlement purposes only, a "Settlement Class," pursuant to N.J. Ct. R. 4:32-1(b)(3) and 4:32-2, consisting of:

> All present or former New Jersey residents (whether individuals, households, or entities) or all persons holding a possessory interest in the property to whose address Middlesex sent a form notice that was identical or substantially similar to Complaint Attachments A or B, irrespective of where they currently reside.
>
> Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other department of the State of New Jersey are excluded from the Settlement Class.
>
> Also excluded from the Settlement Class are those persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court's Preliminary Approval Order.

8. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under N.J. Ct. R. 4:32-1—namely, that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs' claims are typical of those of the Settlement Class Members; (4) Plaintiffs and Co-Lead Class Counsel have adequately represented, and will continue to adequately represent the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of N.J. Ct. R. 4:32-1(b)(3).

9. Certification of the Settlement Class and appointment of the Settlement Class Representatives and Co-Lead Class Counsel shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect. If the Settlement is not finally approved by this Court or otherwise does not take effect for any reason, certification of the Settlement Class and any Settlement Class

Representative or Co-Lead Class Counsel appointments, and all findings in support thereof, shall be deemed void and vacated. The Parties reserve all rights and defenses as they existed prior to the execution of the Settlement Agreement and this Order in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

10. The Court hereby appoints Plaintiffs in the caption set forth above as Settlement Class Representatives to represent the Settlement Class.

11. The Court hereby appoints the following attorneys as Co-Lead Class Counsel for the Settlement Class:

BERGER MONTAGUE PC
Shanon J. Carson
Y. Michael Twersky
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel.: (215) 875-3000
Fax: (215) 875-4604
scarson@bm.net
mitwersky@bm.net

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com

JAVERBAUM, WURGAFT, HICKS, KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esquire
1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, NJ 08043
Telephone: (856) 596-4100
Fax: (856) 702-6640
mgalpern@lawjw.com

12. The Court hereby appoints [INSERT] as Settlement Administrator and directs

[INSERT] to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and herein.

NOTICE PROGRAM

13. Pursuant to N.J. Ct. R. 4:32-2(b), the Court approves the proposed Notice Program set forth at Section VI of the Settlement Agreement. The Court finds that the proposed Notice Program meets the requirements of Due Process under the U.S. Constitution and N.J. Ct. R. 4:32-2; and that such Notice program, which includes individual direct notice to Settlement Class Members via mail or email, reminder email notices, and the establishment of a Settlement Website and Toll-Free Number is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Court further finds that the proposed forms and content of the Notice (including Exhibit C to the Settlement Agreement) are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt out, and the proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in plain, easily understood language, inter alia: (i) the nature of the Action; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who timely and validly requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement Class Members under N.J. Ct. R. 4:32-1 and 4:32-2.

15. The Court directs the Settlement Administrator and the Parties to implement the Notice program as set forth in the Settlement Agreement.

CLAIMS PROCEDURE

16. The Court approves the form and content of the proposed Claim Form, in the form

attached as Exhibit B to the Settlement Agreement, approves the Claims Process set forth in the Settlement Agreement for Settlement Class Members to submit Claims, and directs the Parties and the Settlement Administrator to implement the Claims Process.

PROCEDURES FOR REQUESTING EXCLUSION OR OBJECTING TO THE SETTLEMENT

17. Members of the Settlement Class may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for exclusion that is postmarked no later than sixty (60) days after the Notice Date (the "Exclusion Deadline").

18. To be effective, the request for exclusion must include (1) the Settlement Class Member's full name, telephone number, mailing address, and email address; (2) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: "*Vera, et al. v. Middlesex Water Co., et al.*"; and (4) the Settlement Class Member's original signature. Requests for exclusion furthermore must be made on an individual basis; "mass," "class," or other purported group opt outs are not effective.

19. Any member of the Settlement Class who submits a timely and valid request for exclusion is foreclosed from objecting to the Settlement or to Class Counsel's motion for attorneys' fees, costs, and service awards. If a member of the Settlement Class submits both a timely and valid request for exclusion and an objection, the request shall be treated as a request for exclusion.

20. Any Settlement Class Member who does not submit a timely and valid request for exclusion as set forth in the Settlement Agreement shall be bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the Release as defined in the Settlement Agreement, regardless of whether the Settlement Class Member has any pending claims

or causes of action against Defendants.

21. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall have the right to object to the proposed Settlement and/or to Class Counsel's motion for attorneys' fees, costs, or service awards, only by complying with the objection provisions set forth herein and in the Settlement Agreement.

22. Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this Settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court or mailed to the Court at the address listed in the Website Notice, postmarked/filed no later than sixty (60) days after the Notice Date (the "Objection Deadline"), and must include the following: (1) the name of this Action: "*Vera, et al. v. Middlesex Water Co., et al.*"; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's original signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is represented by an attorney; and (6) state whether the objector intends to appear at the Final Approval Hearing either in person or through counsel. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement or to Class Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement shall nevertheless be eligible for all benefits of the Settlement if it is approved and becomes final.

FINAL APPROVAL HEARING

23. The Court will hold a Final Approval Hearing on [DATE] at the Superior Court of

New Jersey, Middlesex County located at 56 Paterson Street, New Brunswick, New Jersey.

24. The purposes of the Final Approval Hearing will be to: (i) determine whether the proposed Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment should be entered pursuant to the Settlement Agreement, dismissing the Action with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on Class Counsel's motion for attorneys' fees, costs, and service awards; (v) consider any properly filed objections; and (vi) consider any other matters necessary in connection with the final approval of the Settlement Agreement.

25. By no later than forty-five (45) days after the Notice Date, Plaintiffs and Class Counsel shall file their: (a) motion for final approval of the Settlement Agreement, requesting entry of the Final Approval Order and Judgment; and (b) motion for attorneys' fees, costs, and service awards. Promptly after they are filed, these document(s) shall be posted on the Settlement Website.

26. By no later than twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Co-Lead Class Counsel for filing with the Court) copies of any objections received by the Settlement Administrator.

27. By no later than seven (7) days before the Final Approval Hearing, the Parties shall file any responses to any Settlement Class Member objections, and any reply papers in support of the motion for final approval of the Settlement and/or in support of Class Counsel's motion for attorneys' fees, costs, and service awards.

28. By no later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Co-Lead Class Counsel for filing with the Court) a declaration providing a complete and final list of Class Members who submitted

timely and valid requests for exclusion.

29. The Court may, in its discretion, modify the date and/or time of the Final Approval Hearing, and may order that this hearing be held remotely or telephonically. In the event the Court changes the date, time, and/or the format of the Final Approval Hearing, Class Counsel shall ensure that the updated information is posted on the Settlement Website.

30. Only Settlement Class Members who have submitted timely and valid objections, in accordance with the requirements of this Preliminary Approval Order, may be heard at the Final Approval Hearing.

OTHER PROVISIONS

31. If the Settlement Agreement, including any amendment made in accordance therewith, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement Agreement and any actions taken or to be taken in connection therewith (including this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (i) any obligations to pay for any expense incurred in connection with Notice and administration as set forth in the Settlement Agreement, and (ii) any other obligations or provisions that are expressly designated in the Settlement Agreement to survive the termination of the Settlement Agreement, including the Parties' agreement to cooperate in asking the Court to set a reasonable schedule for the resumption of this Action and any related Litigation brought by the Plaintiffs or Class Counsel against Defendants, specifically including *Lonsk v. Middlesex Water Company, et al.*, No. 21-cv-19808 (D.N.J.).

32. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, all proceedings in the Action and related Litigation are

hereby stayed and suspended until further order of this Court.

33. Pending final determination of whether the Settlement Agreement should be finally approved, Plaintiffs and all members of the Settlement Class are barred and enjoined from instituting, maintaining, prosecuting, continuing, or otherwise asserting any Released Claim, excluding any efforts in furtherance of the Settlement or pursuant to the Settlement Agreement. This bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

34. The Court retains jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement, including enforcement of the Release provided for in the Settlement Agreement.

35. The Parties are directed to use all reasonable efforts to implement and accomplish the terms and conditions of the Settlement Agreement should it be finally approved.

36. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Settlement Class Members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

IT IS SO ORDERED.

Date: _____

_____

Exhibit B

MIDDLESEX WATER PFAS SETTLEMENT CLAIM FORM

IMPORTANT -- All Settlement Class Members who sign this claim form confirming that they suffered economic harm as a result of PFAS in the water distributed by Middlesex Water Company ("Middlesex") and/or the related notice of PFOA exceedance sent in late 2021 are eligible to **automatically** receive a payment as provided for in the Settlement Agreement available at www.MiddlesexWaterPFASSettlement.com. In addition, you may also be eligible to receive additional compensation for out-of-pocket expenses if you can substantiate these expenses.

To be eligible for a settlement payment, you must complete and file this Claim Form. You can either:

(1) File Online: File online at www.MiddlesexWaterPFASSettlement.com; or

(2) File by Mail: Fill out, sign, and return this form to: [ADDRESS]

You must file a claim to receive a settlement payment. THE DEADLINE TO FILE A CLAIM IS [DATE].

Step 1: Provide Your Contact Information

Personal ID # ☐ ☐ ☐ ☐ ☐ ☐ ☐

(You can find this number on the front or top of the settlement notice you received. If you no longer have the notice, and need your Personal ID #, email the Settlement Administrator at: [EMAIL ADDRESS]).

Your Name _____

Street Address _____

City _____ State _____ ZIP _____

Phone Number:_____ Email Address: _____

*If you submit a Claim Form without a unique personal identification number you must submit documentary proof of identification.

Step 2: Out of Pocket Expenses (if any) **

Fill out this section if you have any of the below expenses as a result of the notices sent by Middlesex in late 2021 concerning PFOA or PFAS from the date that you received it up to April 8, 2023.

****Requires submission of valid receipt for each purchase/expense claimed.**

☐ Bottled Water Expenses: $ _____

☐ Water Filters or Filtration Devices Expenses: $ _____

☐ Payment for Doctor Visits (out-of-pocket) Expenses: $ _____

☐ Blood Test(s) for PFAS Exposure Expenses: $ _____

Step 3: Form of Payment

Please make sure the email or phone number you provide to receive payments matches your contact information above. Please check one of the following payment options:

☐ Prepaid Mastercard – Enter the email address where you will receive the Prepaid Mastercard: _____

☐ Venmo - Enter the mobile number associated with your account: __ __ __-__ __ __-__ __ __

☐ Zelle - Enter the email address or mobile number associated with your Zelle account:

_____

☐ Physical Check - Payment will be mailed to the address provided above.

Step 4: Sign the Form

By completing and submitting this form by the deadline, you will be eligible for the minimum settlement payment of $50.00. In addition, by submitting valid receipts for bottled water, water filters or filtration devices, doctor visits, and/or blood tests for PFAS exposure purchased because of receiving the PFOA violation notices from Middlesex, you may be eligible for reimbursement of up to $2,500.00 for those purchases. Notwithstanding the foregoing, your final payment may be higher or lower depending on how many Settlement Class Members file valid claims.

Settlement Payment Requested:

☐ $**50.00** (no receipt enclosed) ☐ **Other Amount** $ _____
(up to $2,500.00; enclosed receipts required)

I hereby certify, under penalty of perjury, that the information stated herein is true and correct to the best of my knowledge, and that I suffered an economic loss (such as the purchase of bottled water, water filters or filtration devices, doctor visits, and/or blood tests) as a result of the notices sent by Middlesex in late 2021 concerning PFOA or PFAS.

_____ _____
Your Signature Date

www.MiddlesexWaterPFASSettlement.com / [Toll-Free Number]

[TO INCLUDE AS SECOND PAGE ON HARD COPY CLAIM FORMS THAT ARE NOT ATTACHED TO THE POSTCARD NOTICE]

What is this notice about? A proposed settlement has been reached in multiple class action lawsuits. The lawsuits sought relief under New Jersey law on behalf of a class of Middlesex Water Company customers who received a notice from Middlesex in late 2021 stating that Middlesex had violated a drinking water standard for Perfluorooctanoic acid (PFOA), a compound previously manufactured by 3M Company. The lawsuits sought to remedy the alleged violation and recover damages incurred by class members as a result of the alleged violation. Defendants Middlesex and 3M have denied and continue to deny that they did anything wrong and that the lawsuits have merit. The settlement, if approved, resolves the lawsuits and provides benefits to Settlement Class Members who file a claim. The settlement expressly excludes any personal injury claims for damages.

Who is included? The "Settlement Class" includes all present or former New Jersey residents (whether individuals, households, or entities) or all persons holding a possessory interest in the property to whose address Middlesex sent a form notice that was identical or substantially similar to Complaint Attachments A and B, irrespective of where they currently reside. Government entities, including the United States, State of New Jersey, New Jersey Department of Environmental Protection, and any other department of the State, are excluded from the Settlement Class. You are receiving this notice because Defendants' records indicate that you may be in the Settlement Class.

What can I get? Under the proposed settlement, Defendants will pay $4.9 million to create a settlement fund. If the settlement is approved and becomes final, payments of $50.00 to $2,500.00 will be made to eligible claimants. **You must file a claim to receive a payment (see below).** You will be eligible to receive a payment of $50.00 simply by filing a valid claim by the deadline. In addition, you may be eligible to receive reimbursement of up to $2500.00 for your purchase of bottled water, water filters or filtration devices, doctor visits, and/or blood tests for PFAS exposure if those purchases were made as a result the PFAS in the water distributed by Middlesex and/or the related notice sent in late 2021. To be eligible for this additional reimbursement payment above $50.00, you must submit with your claim a valid receipt for each purchase. Your final payment may be higher or lower depending on how many Settlement Class Members file valid claims.

How do I get a payment? **You must file a claim by [DATE] to receive a settlement payment.** You can file a claim online by clicking **here,** or you can download a claim form at www.MiddlesexWaterPFASSettlement.com, fill it out, and submit it by mail. Payments will be issued to valid claimants by mailed check or electronic payment.

What are my options? You can (1) file a claim for a payment from the

settlement, and, if the settlement becomes final and you are in the Settlement Class, you will give up the right to sue Defendants Middlesex and 3M about the issues in the lawsuits; (2) do nothing, thereby receiving no payment, and, if the settlement becomes final, you will give up the right to sue Defendants about the issues in the lawsuits; or (3) exclude yourself from the Settlement Class by opting out, thereby receiving no payment, and you will retain any right you may have to sue Defendants about the issues in the lawsuits. To exclude yourself, you must mail a signed request for exclusion containing the information described at www.MiddlesexWaterPFASSettlement.com, postmarked by **[DATE]**, to: [SETTLEMENT ADMINISTRATOR ADDRESS]. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release your claims relating to this lawsuit. If you do not exclude yourself, you can object to or comment on the settlement and/or Class Counsel's request for attorneys' fees, expenses, and service awards for the plaintiffs who brought this case on behalf of the Settlement Class. To object, you must submit a signed, written objection containing the information described at www.MiddlesexWaterPFASSettlement.com to the Court by **[DATE]**. Visit MiddlesexWaterPFASSettlement.com for more information.

What happens next? The Court will hold a hearing, currently scheduled for **[DATE, TIME]**, at the Superior Court of the State of New Jersey, located at [ADDRESS] to decide whether to approve the settlement, attorneys' fees and expenses for the attorneys representing the Settlement Class (up to $1,633,170 plus expenses, to be paid from the $4.9 million settlement fund), and service awards of up to $3,000 to each of the plaintiffs who brought these cases on behalf of the Settlement Class. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.MiddlesexWaterPFASSettlement.com for updates.

Who represents me? The Court has appointed Berger Montague PC, DeNittis Osefchen Prince, P.C., and Javerbaum, Wurgaft, Hicks, Kahn, Wikstrom & Sinins, P.C. to represent the Settlement Class. Together, these lawyers are called Class Counsel. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply for compensation out of the settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full settlement agreement, the complaint in the lawsuit, and Class Counsel's fee application (once it is filed), visit www.MiddlesexWaterPFASSettlement.com. You can also call [########].

PLEASE DO NOT CONTACT THE COURT

Exhibit C

Superior Court of the State of New Jersey

If you received a PFOA violation notice from Middlesex Water Company in 2021 YOU MAY BE ENTITLED TO A PAYMENT from a class action settlement.

A court authorized this notice. It is not a solicitation from a lawyer. You are not being sued. Please do not contact the Court. Your legal rights are affected whether you act or don't act. ***Read this notice carefully****.*

OVERVIEW

- Middlesex Water Company customers ("Plaintiffs") who received a notice stating that Middlesex had exceeded a drinking water standard for Perfluorooctanoic acid (PFOA) filed class action lawsuits against Middlesex and/or 3M Company seeking to stop the alleged violation and to recover alleged damages suffered as a result thereof. Middlesex and 3M ("Defendants") have denied and continue to deny that they did anything wrong and that the lawsuits have any merit. Plaintiffs and Defendants have reached a proposed settlement to resolve the lawsuits on a class action basis, as described below. The Settlement expressly excludes any alleged personal injury claims for damages.
- If you received a notice about this settlement by mail or email, you are in the Settlement Class according to Defendants' records and are eligible to file a claim for a settlement payment.
- **IMPORTANT: You must file a claim by [DATE] to receive a payment from the settlement. Click here to file a claim.** (Read below or see Questions 6-7 for details)
- Your legal rights **are affected**, and you have a choice to make. Your options are explained here.

YOUR LEGAL RIGHTS AND OPTIONS	
FILE A CLAIM	File a claim by **[DATE]** to receive a payment. See Questions 6-7.
DO NOTHING	Receive no payment and give up the right to sue Defendants about the issues in the lawsuits.
OPT OUT	Receive no payment from the settlement and retain any right you may have to sue Defendants about the issues in the lawsuits. To opt out, you must mail a signed request for exclusion by **[DATE]**. See Question 11 for details.
OBJECT OR COMMENT	Object or comment on the settlement by **[DATE]**. See Question 12 for details. If you object or comment, you can still file a claim and receive a payment.

- Questions? Read below, or visit www.MiddlesexWaterPFASSettlement.com or call [TOLL-FREE NUMBER] for more information.

INFORMATION ABOUT THE LAWSUIT AND CLASS

1. What is this lawsuit about?

Two class action lawsuits were filed in New Jersey, seeking relief under New Jersey law on behalf of a class of Middlesex Water Company customers who received a notice from Middlesex in 2021 stating that Middlesex had violated a drinking water standard for Perfluorooctanoic acid (PFOA), a compound previously manufactured by 3M Company. The lawsuits sought to remedy the alleged violation and recover damages incurred by class members as a result of the alleged violation. The consolidated complaint in these cases is available at www.MiddlesexWaterPFASSettlement.com.

Plaintiffs and Defendants Middlesex and 3M have now agreed to a Settlement to resolve the lawsuits on a class basis, as described below. The Court has not decided whether Plaintiffs' claims and/or Defendants' defenses are valid. By agreeing to the Settlement, neither Defendants nor Plaintiffs make any admissions regarding any liability by Defendants or the merits of the allegations, claims, or defenses in this case. Defendants have denied and continue to deny that they did anything wrong or that the lawsuit has any merit. Prior to this Settlement, Middlesex has established compliance with the New Jersey PFOA drinking water standard.

The Superior Court of the State of New Jersey is overseeing the consolidated lawsuit. The lawsuit is known as *Vera, et al. v. Middlesex Water Co.*, No. MID-L-6306-21 (N.J. Super. Ct., Middlesex Cnty.).

2. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

3. Who is in the Settlement Class?

The "Settlement Class" in this case is defined as:

> All present or former New Jersey residents (whether individuals, households, or entities) or all person holding a possessory interest in the property to whose address Middlesex sent a form notice that was identical or substantially similar to Complaint Attachments A or B, irrespective of where they currently reside.
>
> Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other Department of the State of New Jersey are excluded from the Settlement Class.

If you received a notice of this settlement by mail or email, you are in the Settlement Class according to Defendants' records. People in the Settlement Class are called "Settlement Class Members."

Information about the Settlement and About Filing a Claim for a Payment

4. What are the terms of the proposed Settlement?

The complete terms of the proposed Settlement are set forth in the Settlement Agreement, which is available at www.MiddlesexWaterPFASSettlement.com. This notice provides only a summary of the terms and benefits of the Settlement, which is set forth below.

5. What are the benefits of the proposed Settlement?

If the Settlement is approved and becomes final, Defendants will pay **$4.9 million** into a Settlement Fund. This money will be used to: (1) make settlement payments to Settlement Class Members, as described at Questions 6-9 below; (2) pay the costs of distributing notice and settlement checks and electronic payments to Settlement

Class Members and other costs of administering the settlement; and (3) pay court-awarded attorneys' fees and expenses of the attorneys appointed by the Court to represent the Class ("Class Counsel") and any service awards granted to the Plaintiffs. As explained below, if you file a claim by the deadline and are eligible for a payment, your payment may be a minimum of $50.00 up to a maximum of $2,500.00, although the final amount may be higher or lower depending on how many Settlement Class Members file valid claims.

6. How do I get a payment?

You must file a claim by [DATE] to receive a Settlement payment.

7. How do I file a claim for a payment?

File Online: To file a claim online, click here or visit www.MiddlesexWaterPFASSettlement.com.

File By Mail: If you prefer, you can also print a paper claim form, available at www.MiddlesexWaterPFASSettlement.com, fill it out, and mail it to the address listed on the form. Or, if you received notice of this Settlement by mail you can fill out the claim form that is attached to that notice and mail it to the address listed on the form. **The deadline to file a claim online or by mail is [DATE].** The Settlement Administrator will review all claims and determine your eligibility and final payment.

8. How much will the payments be?

You will be eligible to receive a payment of $50.00 simply by filing a valid claim by the deadline. In addition, you may be eligible to receive reimbursement of up to $2500.00 for your purchase of bottled water, water filters or filtration devices, doctor visits, and/or blood tests for PFAS exposure provided those purchases were made as a result of receiving from Middlesex the PFOA violation notices at issue in this lawsuit and occurred prior to April 8, 2023. (Exemplar notices sent by Middlesex are attached as Attachments A and B to the operative consolidated Complaint in this lawsuit, which is available on the settlement website at www.MiddlesexWaterPFASSettlement.com.) To be eligible for this additional reimbursement payment, you must submit with your claim a valid receipt for each claimed purchase. The Settlement Administrator will review all claims and receipts submitted, and will determine your eligibility and the validity of your claimed expenses, and will calculate your final payment accordingly. Your final payment is expected to be at minimum $50.00 and up to a maximum of $2,500.00, but it may be higher or lower depending on how many Class Members file valid claims.

You must submit a claim by the deadline to receive a payment. In order to receive a payment in excess of $50.00, you must also submit a valid receipt for each expense claimed.

9. How and when will payments be sent?

Settlement payments will be issued to valid claimants after the Settlement is approved and becomes final, by check or electronic payment.

For any Settlement payment checks that are uncashed or deemed undeliverable by the Settlement Administrator, those amounts will be treated as unclaimed property of the corresponding Settlement Class Member, subject to applicable state unclaimed property procedures (the additional administrative costs of such unclaimed property process will be deducted from the unclaimed property amounts on a *pro rata* basis).

Your other rights and options

10. What happens if I do nothing?

If you do nothing, you will not receive any Settlement payment. **You must file a claim by [DATE] to receive a payment.**

If you do nothing, you will give up any right you may have to sue Defendants about the issues in these lawsuits except for any alleged personal injury claims for damages. You will also be legally bound by all of

the orders that the Court issues and judgments the Court makes in this class action.

11. How do I exclude myself (opt out) from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a signed request for exclusion to: [SETTLEMENT ADMINISTRATOR ADDRESS].

To be effective, your request for exclusion must be postmarked no later than **[DATE]**, and must include the following information:

(a) your full name, telephone number, mailing address, and email address;

(b) a clear statement that you wish to be excluded from the Settlement Class;

(c) the name of this lawsuit: "*Vera, et al. v. Middlesex Water Co., et al.*"; and

(d) your original signature.

12. How do I object or comment?

If you have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Class Counsel's request for attorneys' fees and litigation expenses, and/or the request for service awards for the Plaintiffs who brought this lawsuit. To object or comment, you must file with the Court a signed, written objection/comment including the following:

(a) the name of this lawsuit: "*Vera, et al. v. Middlesex Water Co., et al.*";

(b) your full name, mailing address, telephone number, and email address;

(c) your original signature;

(d) a description of the specific reasons for the objection;

(e) the name, address, bar number and telephone number of your attorney if you are represented by an attorney; and

(f) a statement about whether or not you intend to appear at the Final Approval Hearing either in person or through an attorney.

To be considered by the Court, your comment or objection must be in writing and filed with the Court no later than **[DATE],** or mailed to the Clerk of Court at the below address, so that it may be received by the Clerk of Court and filed on your behalf by **[DATE]**.

THE COURT
Superior Court of New Jersey Middlesex County Clerk of Court 56 Paterson St. New Brunswick, New Jersey 08903-0964

Note that you can ask the Court to deny approval of the Settlement by filing an objection, but you cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuits will continue. If you would like to request that the Court deny approval, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

13. What claims will be released by this Settlement?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and

the Settlement is approved and becomes final, the Settlement will be legally binding on you and you will be bound by all judgments entered in the case. In exchange for the settlement benefits, you will release all claims against Defendants and their affiliates listed in the Settlement Agreement about the issues in the lawsuits. The Settlement Agreement, available at www.MiddlesexWaterPFASSettlement.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called "Released Claims").

14. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class and its Members. Together, these lawyers are called "Class Counsel":

BERGER MONTAGUE PC
Shanon J. Carson
Y. Michael Twersky
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel.: (215) 875-3000
Fax: (215) 875-4604
scarson@bm.net
mitwersky@bm.net

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: josefchen@denittislaw.com

JAVERBAUM, WURGAFT, HICKS, KAHN, WIKSTROM & SININS, P.C.
Michael A. Galpern, Esquire
1000 Haddonfield-Berlin Road, Ste. 203
Voorhees, NJ 08043
Telephone: (856) 596-4100
Fax: (856) 702-6640
mgalpern@lawjw.com

You do not have to pay Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded to Class Counsel will be paid from the Settlement Fund.

The Court has also appointed Plaintiffs – whose names are set forth in the caption of the settlement agreement and complaint, available at www.MiddlesexWaterPFASSettlement.com – as class representatives to represent the Settlement Class.

15. How will the lawyers be paid?

Class Counsel (see Question 14) will file a motion on or before [DATE] asking the Court to award them attorneys' fees of up to $1,633,170.00 (which is 33.33% of the $4.9 million Settlement Fund) plus reimbursement of their litigation expenses. The attorneys' fees and expenses awarded by the Court will be the only payment to Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on

a wholly contingent basis. In addition, Class Counsel will ask the Court on or before [DATE] to award each of the Plaintiffs representing the Settlement Class a service award of up to $3,000.00 to compensate them for their efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys' fees, expenses, and service awards to award. Class Counsel's application for attorneys' fees, expenses, and service awards will be available at www.MiddlesexWaterPFASSettlement.com when it is filed.

16. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer, you will have to pay that lawyer.

The Court's Final Approval Hearing

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing, currently scheduled for [:] a.m. on [DATE], in the New Jersey Superior Court, located at 56 Paterson St., New Brunswick, New Jersey 08903-0964. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.MiddlesexWaterPFASSettlement.com for updates or changes.

At the Final Approval Hearing, the Court will consider whether the settlement should be approved as fair, reasonable and adequate. The Court will also consider Class Counsel's application for attorneys' fees, expenses, and service awards. If there are timely objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting more information

20. Where can I get more information?

More information can be found at www.MiddlesexWaterPFASSettlement.com. That website includes important case deadlines, links to case documents including the full Settlement Agreement, the consolidated complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling [TOLL-FREE NUMBER].

PLEASE DO NOT CONTACT THE COURT ABOUT THE SETTLEMENT